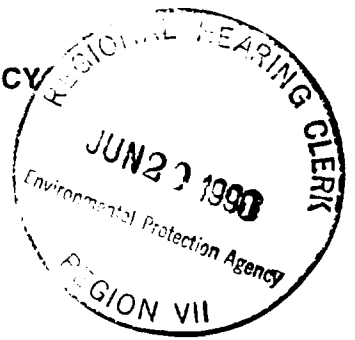


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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VII
726 MINNESOTA AVENUE
KANSAS CITY, KANSAS 66101



IN THE MATTER OF:

ARMCO INC.
North End Site
Kansas City, Missouri

Respondent

Proceedings under Sections 104,
106(a) and 122 of the Comprehensive
Environmental Response,
Compensation, and Liability
Act of 1980 (42 U.S.C. §§ 9604,
9606(a) and 9622).

Docket No. VII-90-F-0019

Site	North End Site
Docket No.	MEC 985768134
Volume	1516
Date	6-29-90

ADMINISTRATIVE ORDER ON CONSENT



S00073516
SUPERFUND RECORDS

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ADMINISTRATIVE ORDER

ON CONSENT

Docket No. VII-90-F-0019

I. PRELIMINARY STATEMENT

A. This Administrative Order on Consent (Consent Order) is issued to Armco, Inc., referred to in this Consent Order as either Armco or Respondent, pursuant to the authority vested in the President of the United States by Sections 104, 106(a) and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act, 42 U.S.C. §§ 9604, 9606(a) and 9622. The authority to issue such orders pursuant to Section 106(a) of CERCLA was delegated to the Administrator of the United States Environmental Protection Agency (EPA) by Executive Order 12580, 57 Federal Register 2,923, dated January 23, 1987, and was further delegated to the Regional Administrators by EPA Delegation Nos. 14-14-A, dated April 16, 1984, and 14-14-C, dated September 13, 1987. This authority was subsequently delegated to the Director, Waste Management Division, by EPA Delegation No. R7-14-14C, dated May 16, 1988.

B. By signing this Order, Armco does not admit the factual and legal allegations stated herein or any violation of CERCLA or the standards or regulations promulgated thereunder, but does admit EPA's jurisdiction to issue this Consent Order, agrees to undertake all actions

required by the terms and conditions of this Consent Order, and consents to be bound by the requirements set forth herein. The execution of this Consent Order, the taking of any proposed actions set forth herein, and any order of the EPA entered pursuant to this Consent Order shall not be construed in any way as an admission of fault or liability in any claim or proceeding which now exists or may arise and be pursued by any person, agency, or entity. This Consent Order shall not be offered, disclosed (except as required by 5 U.S.C. § 552) or used or admitted into evidence by the parties to this Order or any other person, agency or entity in any proceeding or litigation, whether civil, criminal, or administrative, now pending or hereafter brought, except for proceedings brought by EPA or the United States concerning the events alleged or actions required herein and arising under CERCLA.

II. STATEMENT OF PURPOSE

This Consent Order requires Respondent to conduct a removal action at a disposal area located in the North End Area of Armco's former Union Wire Rope Plant in Kansas City, Missouri. This area will be referred to for convenience in this Consent Order as either the North End Site or the Site. This Consent Order addresses only a removal action at the North End Site and EPA may subsequently determine that additional response action is necessary.

III. FINDINGS OF FACT

A. Armco Inc. is a corporation organized under the laws of the State of Ohio and authorized to do business in the State of Missouri.

B. Armco currently owns the Union Wire Rope Plant, which it purchased in 1958. The Union Wire Rope Plant, not including the North End Site, is presently leased to an unrelated third party.

C. The Union Wire Rope Plant is located on an approximately 60-acre tract along the right bank, when facing downstream, of the Big Blue River in Kansas City, Missouri. It is bordered on the west by Kansas City Southern railroad lines, beyond which is a former Kerr-McGee Corporation wood preserving plant. Other industrial and commercial areas lie to the east

and south of the Plant. The location of the Plant is shown more specifically on Attachment 1 to this Consent Order.

D. The Union Wire Rope Plant has been used for industrial purposes, primarily related to production of steel wire and rope, for approximately 70 years.

E. In the Fall of 1987, Armco conducted an environmental audit of the Union Wire Rope Plant in connection with the then contemplated sale or lease of the Plant. During this audit, Armco identified an area at the northern most end of the Union Wire Rope Plant property which in the past may have been used for disposal of wastes materials containing hazardous constituents.

F. The Site consists of approximately 2.5 acres at the extreme northern limits of the Union Wire Rope Plant property. Its northern, western, and eastern boundaries are defined by the Blue River, between the Kansas City Southern railroad and Manchester Avenue bridges. A chain link fence forms its southern boundary. The area identified as the North End Site is shown more specifically on Attachment 2 to this Consent Order.

G. In December 1987, Armco initiated field investigations within the Site. These investigations included collection and analysis of soil and waste material samples from test pits, soil borings, and from monitoring well borings, and ground water samples from monitoring wells. In addition to apparently naturally occurring soils, Armco found fill materials, construction debris, scrap wire product, and miscellaneous plant debris.

H. The fill material was typically four feet thick but exceeded eight feet in thickness in portions of the Site. Armco estimates the total quantity of fill material to be 12,000 cubic yards encompassing an area of 85,000 square feet.

I. The fill material included a black dust and fine scale material, which when tested by Armco was found to contain, inter alia, total lead ranging in concentration from 100 to 130,000 milligrams per kilogram (mg/kg) and total zinc ranging in concentration from 60 to 4300 mg/kg. Two samples of black dust were found to be EP Toxic for lead. A sample of a white sand-like waste collected from one of the test pits was found to contain total cyanides of 10 and

13 mg/kg in duplicate analyses. The fill materials were found to contain oil and grease at levels from less than 50 to 4,900 mg/kg. Volatile organic compounds (VOCs) were not detected in samples of the fill materials.

J. Soil samples from the test pits were found to contain lead and zinc at lower levels than were found in the fill materials. None of the soil samples from the test pits were found to be EP Toxic as defined at 40 C.F.R. 261.24. Oil and grease concentrations in the soils ranged from less than 50 mg/kg to 160 mg/kg.

K. Ground water samples from the Site were found to contain lead, zinc and copper at levels above the background level for these metals in this location. Certain VOCs, including 1,1,1-trichloroethane (TCA), 1,1-dichloroethane (DCA), chloroethane, 1,1-dichloroethylene (1,1-DCE), trichloroethylene (TCE), tetrachloroethylene (PCE), trans-1,2-dichloroethylene (1,2-DCE), and vinyl chloride, were found in some of the Site monitoring wells.

L. In one monitoring well at the Site, TCA was found at concentrations up to 820 micrograms per liter ($\mu\text{g/l}$), which exceeds the maximum contaminant level (MCL) of 200 $\mu\text{g/l}$ established by EPA for TCA in drinking water. Concentrations of 1,1-DCE in two Site monitoring wells ranged up to 250 $\mu\text{g/l}$ and 930 $\mu\text{g/l}$, respectively, which exceed the MCL for DCE of 7.0 $\mu\text{g/l}$.

M. Approximately one third of the estimated 12,000 cubic yards of fill material is estimated by Armco to be comprised of lead-bearing dusts and dusts mixed with soils and debris.

N. The Site is located within a meander loop and in the flood plain of the Blue River. Subsurface soils are classified as Quaternary Alluvium of the Blue River and contain silt and clay with some sand. Deeper subsurface soils tend to be coarser and therefore more permeable. Shale underlies this unconsolidated alluvium at a depth of approximately 60 feet beneath the ground surface, which corresponds generally with the bottom of the Blue River.

O. The uppermost ground water unit beneath the Site occurs in the soft silt and silty sand portions of the alluvium. The finer grained silts and clays tend to function as an aquitard,

retarding ground water flow. The general direction of ground water flow in the alluvial soils is towards the Blue River.

P. Lead, zinc, copper, 1,1,1-trichloroethane, 1,1-dichloroethane, chloroethane, 1,1-dichloroethylene, trichloroethylene, tetrachloroethylene, trans-1,2-dichloroethylene, and vinyl chloride are each a hazardous substance under Section 101(14) of CERCLA.

IV. CONCLUSIONS OF LAW

A. Armco is a person as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

B. There has been a release or threat of release of hazardous substances at the Site as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

C. The Site is a facility as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

D. Armco is the owner or operator of the Site and is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

V. DETERMINATIONS

Based upon the foregoing findings of fact and conclusions of law, the Director, Waste Management Division, EPA Region VII, has determined that:

A. The actual and/or threatened release of hazardous wastes and hazardous substances from the Site may present an imminent and substantial endangerment to the public health or welfare or the environment;

B. The actions required by this Order are necessary to protect the public health and welfare and the environment.

VI. ORDER ON CONSENT

It is hereby agreed by the Parties and it is ordered that:

A. Armco shall conduct a removal action at the Site by performing the work called for in the document entitled "Work Plan for Removal Action, North End Disposal Area, Union Wire Rope Plant Site, Kansas City, Missouri" (Work Plan), as may be modified by EPA pursuant to Section VII, Public Notice and Public Participation, in accordance with the schedule and

requirements set forth therein. A copy of the Work Plan is attached to this Consent Order as Attachment 3.

B. Within sixty (60) calendar days of completion of all work called for in the Work Plan, Armco shall submit to EPA for review and approval a report describing the work that was done and presenting the data and information obtained regarding volatile organic chemicals.

C. All work performed under this Consent Order shall be performed under the supervision and direction of a qualified hazardous waste professional with expertise and experience in hazardous waste site response actions. Respondent shall notify EPA within ten (10) calendar days of the effective date of this Consent Order as to the identity of the person retained to supervise this work.

VII. PUBLIC NOTICE AND PUBLIC PARTICIPATION

In accordance with the requirements of the National Oil and Hazardous Substances Contingency Plan, 40 C.F.R. Part 300, EPA intends to publish a notice of availability and description of the Work Plan. EPA further intends to provide not less than 30 calendar days for submission by the public of oral and written comments on the Work Plan. EPA reserves the right to direct Armco either to cease work or to amend the Work Plan based upon comments received from the public.

VIII. ADDITIONAL WORK

During the course of this response action, EPA may determine that sampling, analysis, reporting or other tasks in addition to those specifically set forth in the Work Plan or this Order are necessary to satisfy the purposes of this Order. If EPA so determines, it will advise Respondent in writing of the nature of the additional tasks and the basis for EPA's determination. Respondent shall either: (i) undertake, perform and complete all such additional tasks in accordance with the standards, specifications and schedules determined or approved by EPA and provide such documents and reports required by EPA in addition to those provided for herein, or (ii) advise EPA in writing within five (5) business days of its refusal to undertake the

additional tasks and the reasons for such refusal. Requests by EPA for additional work shall not be subject to the dispute resolution provisions of Section XIV of this Consent Order.

IX. REPORTING

Throughout the course of these activities, Respondent shall submit to EPA and the Missouri Department of Natural Resources (MDNR) monthly progress reports. These monthly progress reports shall be submitted no later than the fifteenth day of the month following the reporting period. These reports shall include, at a minimum, the following:

A. A description of the actions completed during the reporting period towards compliance with this Order;

B. A description of all actions scheduled for completion during the reporting period which were not completed along with a statement indicating why such actions were not completed and an anticipated completion date;

C. Copies of all data and sampling and test results and all other laboratory deliverables received by Respondent during the reporting period; and

D. A description of the actions which are scheduled for completion during the following reporting period.

X. PARTIES BOUND

A. This Order shall apply to and be binding upon Respondent, its agents, successors, and assigns and upon all persons, including contractors and consultants, acting under or for the Respondent. Respondent shall provide a copy of this Order to all contractors, subcontractors, laboratories and consultants retained to conduct any portion of the work performed pursuant to this Order prior to the date such work is initiated.

B. No change in ownership or corporate status of Respondent or ownership of the Union Wire Rope Plant or the North End Site shall in any way alter Respondent's responsibility under this Consent Order.

XI. MONITORING AND QUALITY ASSURANCE

A. All samples analyzed pursuant to this Order shall be analyzed by a laboratory which participates in a quality assurance/quality control program equivalent to that specified in the documents entitled "USEPA Contract Laboratory Program Statement of Work for Organic Analysis" (October 1986) and "USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis" (July 1985) (hereinafter "Contract Lab Statements of Work"). Respondent shall notify EPA, in writing, as to each laboratory to be used to analyze samples under this Consent Order prior to sample collection.

B. All sample collection and analysis shall be performed in compliance with EPA-approved methods, including timing of sample extraction and analysis, documentation of sample collection, handling and analysis, as described in the following documents:

1. "NEIC Manual for Groundwater/Subsurface Investigations at Hazardous Waste Sites", Document No. EPA/330/9-81-002; and
2. Contract Lab Statements of Work.

C. Laboratory deliverables for all analytical work performed pursuant to this Order, as specified in the Contract Lab Statement of Work, shall be preserved in accordance with Section XVII (Record Preservation) and shall be submitted to EPA upon request. Any deviations from the procedures and methods set forth in these documents must be approved in writing by EPA prior to use.

D. Respondent shall use the quality assurance, quality control, and chain of custody procedures specified in the Work Plan for all sample collection and analysis performed pursuant to this Order.

E. Each laboratory analyzing samples pursuant to this Order shall provide, at EPA's request, a copy of the quality assurance/quality control procedures which were or are to be followed in sample handling, sample analysis and data reporting. Furthermore, each laboratory shall perform, at Respondent's expense, analyses of audit samples provided by EPA to demonstrate the quality of each such laboratory's analytical data.

F. Respondent shall ensure that EPA representatives are allowed access, for auditing purposes, to all laboratories and personnel utilized by Respondent for sample collection and analysis and other field work.

XII. FORCE MAJEURE

A. Armco shall perform the requirements of this Consent Order within the time limits set forth ~~of~~ herein, unless the performance is prevented or delayed by events which constitute a force majeure. A force majeure is defined as any event arising from causes not foreseeable and beyond the control of Armco, including its consultants and contractors, which could not be overcome by due diligence and which delays or prevents performance by a date required by this Consent Order. Such events do not include unanticipated or increased costs of performance, changed economic circumstances, normal precipitation events, or failure to obtain federal, state or local permits.

B. Armco shall notify EPA in writing ten (10) days after it becomes aware of events which Armco knows or should know constitute a force majeure. Such notice shall include an estimate of the anticipated length of delay, including necessary demobilization and remobilization, a description of the cause of the delay and the measures taken or to be taken to minimize the delay, and an estimated timetable for implementation of these measures. Armco shall adopt all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this Section shall constitute a waiver of Respondent's [Armco's] right to assert a force majeure.

C. If EPA determines that the delay has been or will be caused by a force majeure, the time for performance for that element of work may be extended, upon EPA approval, for a period equal to the delay resulting from such circumstances. This shall be accomplished through written amendment to this Consent Order pursuant to Section XXVI. Such an extension does not alter the schedule for performance or completion of other tasks required by the Work Plan unless these are also specifically altered by amendment of the Consent Order. In the event EPA and Respondent [Armco] cannot agree that any delay or failure has been or will be caused by

a force majeure, or if there is no agreement on the length of the extension, this dispute shall be resolved in accordance with the Dispute Resolution provisions of Section XIII of this Consent Order.

XIII. DOCUMENT REVIEW AND APPROVAL

The following procedure will apply to the review and approval of the final removal action report submitted pursuant to Paragraph VI.B of this Consent Order. EPA will review this report and notify Respondent, in writing, as to its approval or disapproval thereof. If EPA does not approve this report, it will provide a written statement indicating the basis of its disapproval. Respondent may, if it wishes to do so, request a meeting with EPA to discuss such comments before they become final. Within 15 business days of receipt of the EPA comments, Respondent shall amend the report as required by those comments or as otherwise agreed upon by EPA, and shall submit the amended Plan to EPA. EPA will make the final determination as to the sufficiency of the report submitted by Respondent.

XIV. DISPUTE RESOLUTION

A. If Armco disagrees, in whole or in part, with any EPA disapproval or other decision or directive made by EPA pursuant to this Consent Order, Armco shall notify EPA in writing of its objections and the basis therefore within ten (10) calendar days of receipt of EPA's disapproval, decision or directive. Said notice shall set forth the specific points of the dispute, the position Armco is maintaining should be adopted as consistent with the requirements of this Consent Order, the factual and legal bases for Armco's position, and all matters it considers necessary for EPA's determination. EPA and Respondent shall then have an additional fourteen (14) calendar days from EPA's receipt of Armco's objections to attempt to resolve the dispute. If agreement is reached, the resolution shall be reduced to writing, signed by representatives of each party and incorporated into this Consent Order. If the parties are unable to reach agreement within this 14-day period, EPA will promptly provide a written statement of its decision to Respondent, which shall be incorporated into this Consent Order.

B. The existence of a dispute as defined herein and EPA's consideration of such matters as placed in dispute shall not excuse, toll or suspend any compliance obligation or deadline required pursuant to this Consent Order during the pendency of the dispute resolution process.

C. Notwithstanding any other provisions of this Consent Order, no action or decision by EPA, including without limitation decisions of the Regional Administrator of EPA Region VII, or his designee, pursuant to this Consent Order shall constitute final agency action giving rise to any rights to judicial review prior to EPA's initiation of judicial action to compel Respondent's compliance with the requirements of this Consent Order.

XV. CONFIDENTIAL BUSINESS INFORMATION

Armco may assert a business confidentiality claim covering all or part of the information submitted pursuant to this Order. As provided in Section 104(e)(7)(F) of CERCLA, 42 U.S.C. § 9604(e)(7)(F), monitoring data or analysis of monitoring data pertaining to disposal activities, hydrogeologic or geologic data, and ground water monitoring data shall not be entitled to confidential treatment. The information covered by such a claim will be disclosed by EPA only to the extent and by the procedures specified in 40 C.F.R. Part 2, Subpart B. Such a claim may be made by placing on or attaching to the information, at the time it is submitted to EPA, a cover sheet, stamped or typed legend or other suitable form of notice employing language such as "trade secret", "proprietary", or "company confidential". Allegedly confidential portions of otherwise non-confidential documents should be clearly identified and may be submitted separately to facilitate identification and handling by EPA. If confidential treatment is sought only until a certain date or occurrence of a certain event, the notice should so state. If no such claim accompanies the information when it is received by EPA, it may be made available to the public without further notice to Armco.

XVI. NOTIFICATION

A. All verbal notices and written documents, including, but not limited to written notices, reports, plans, and schedules, requested or required to be submitted to EPA pursuant to this Order shall be directed to:

Dave Crawford
Remedial Project Manager
Waste Management Division
U.S. Environmental Protection Agency
Region VII
726 Minnesota Avenue
Kansas City, Kansas 66101
Telephone number (913) 551-7702

B. All verbal notices and written communications provided to be made to Armco under this Order shall be directed to:

Charles J. Fillinger, P.E.
Senior Mechanical Engineer
Armco Inc.
Midwestern Steel Division
7000 Roberts Street
Kansas City, Missouri 64125

C. Copies of reports to be provided to MDNR pursuant to this Order shall be directed to:

Roy Hengerson
Missouri Department of Natural Resources
Department of Environmental Quality
Waste Management Program
P.O. Box 176
Jefferson City, Missouri 65102

XVII. ACCESS

A. Armco shall provide access to EPA to all property upon which any activities are being conducted or have been conducted pursuant to this Order such that EPA and its authorized representatives are able to enter and move freely about such property at all reasonable times for the following purposes:

1. Inspecting and copying, at EPA's expense, records, files, photographs, operating logs, contracts and other documents relating to this response action;
2. Reviewing the status of activities being conducted pursuant to this Order;
3. Collecting such samples or conducting such tests as EPA determines are necessary or desirable to monitor compliance with the terms of this Order or to protect the public health, welfare, or the environment;

4. Using sound, optical or other types of recording equipment to record activities which have been or are being conducted pursuant to this Order; and

5. Verifying data and other information submitted by Armco pursuant to this Order.

B. Under this Order, providing access to EPA means providing access to employees of EPA and other duly authorized representatives of the EPA.

C. Nothing herein is intended to limit in any way EPA's right of access under CERCLA or any other legal authority.

XVIII. RECORD PRESERVATION

Armco shall, without regard to any document retention policy to the contrary, preserve during the pendency of this Order and for a minimum of six (6) years after its termination, all records and documents in its possession, custody or control which relate in any way to hazardous substances generated, stored, treated or disposed of on the site, the release or threatened release of hazardous substances from the site or work performed pursuant to this Order. After this six-year period has lapsed, Armco shall notify EPA at least sixty (60) calendar days prior to the destruction of any such document. Armco shall, as directed by EPA, either provide to EPA the documents or copies of such documents or retain them for an additional time period specified by EPA.

XIX. RESERVATION OF RIGHTS

A. Notwithstanding compliance with the terms of this Order, Armco is not released from liability, if any, for any actions beyond the terms of this Order taken by the EPA with respect to the Site. EPA reserves the right to take any enforcement action pursuant to RCRA, CERCLA or any other available legal authority for relief including, but not limited to, injunctive relief, monetary penalties, and punitive damages for any violation of law or this Order.

B. EPA reserves the right to undertake response action(s) to address the release or threat of release of hazardous substances from the Site at any time and to seek reimbursement from Respondent thereafter for such costs incurred by the United States.

C. In entering this Order on consent, Armco waives any right to seek reimbursement under Section 106(b)(2) of CERCLA, 42 U.S.C. § 9606(b)(2), for any past costs and costs incurred in complying with this Order.

XX. COST REIMBURSEMENT

A. Except as provided in paragraph C, below, within thirty (30) calendar days of receipt of an accounting by EPA of its cost of overseeing activities conducted pursuant to this Order, including any cost incurred under or in connection with any contract or arrangement for assistance in overseeing and reviewing the conduct of the removal action, Respondent shall remit a check in that amount payable to the Hazardous Substance Response Fund. Such checks should be sent with a reference to the Armco North End Site and be addressed as follows:

Mellon Bank, EPA Region VII
Superfund
Financial Management Section
Post Office Box 360748M
Pittsburgh, PA 15251

A copy of the check as well as any transmittal letter should be sent to the EPA contact specified in this Order. EPA intends to submit such an accounting of its costs on a quarterly basis.

B. EPA reserves the right to bring an action against Respondent pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of all response costs not reimbursed by Respondent, including the oversight costs incurred by the United States related to this Order, as well as any other past and future costs incurred by the United States in connection with the North End Site.

C. Armco may dispute costs as provided in Section XIV of this Consent Order if it believes either the costs are outside the scope of this Consent Order or there has been an accounting error. All undisputed costs shall be remitted by Armco in accordance with the schedule set forth above. Disputed costs shall be paid into an escrow account while the dispute is pending. Respondent bears the burden of establishing an EPA accounting error or the inclusion of costs outside the scope of this Consent Order.

XXI. OTHER CLAIMS

Nothing in this Consent Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Site.

XXII. OTHER APPLICABLE LAWS

A. Except as provided in Section 121(e) of CERCLA with regard to the need for permits for on-site response action, all actions required to be taken pursuant to this Order shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations, including, but not limited to, any permitting or licensing requirements.

B. All reports, plans, specifications, and schedules submitted pursuant to this Order are, upon approval by EPA, incorporated into this Order. Any noncompliance with the such EPA-approved reports, plans, specifications, or schedules shall be considered a failure to achieve compliance with the requirements of this Order.

XXIII. PENALTIES FOR NONCOMPLIANCE

A. Respondent is hereby advised that, pursuant to Section 106(b) of CERCLA, 42 U.S.C. § 9606(b), any person who willfully violates or fails or refuses to comply with this Order may, in addition to an action brought in the appropriate United States district court to enforce this Order, be fined not more than \$25,000 for each day in which such violation occurs or such failure to comply continues.

B. Respondent is further advised that, pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), any person who is liable for a release or threat of release of a hazardous substance and who fails without sufficient cause to provide properly the removal or remedial actions specified in this Order may be liable to the United States for punitive damage in an

amount at least equal to and not more than three times the amount of any costs incurred by the United States as a result of such failure to take proper action.

XXIV. DELAY IN PERFORMANCE/STIPULATED PENALTIES

A. Unless there has been a written modification of a compliance date by EPA or an excusable delay as defined under Section XI, "Force Majeure," in the event Respondent fails to meet any requirement of this Consent Order, Respondent shall pay stipulated penalties as set forth below. Compliance by Respondent shall include completion of an activity under this Order or a plan approved under this Order or any matter under this Order in an acceptable manner and within the specified time schedules in and approved under this Order.

1. For failure to complete the removal action called for in Paragraph VI.A., above, in the time period or the manner required by this Consent Order:

- a. \$1000 per day for the first through seventh days of noncompliance;
- b. \$5,000 for the eighth through thirtieth days of noncompliance; and
- c. \$10,000 per day for the thirty first day and each succeeding day of noncompliance thereafter;

2. For failure to submit the final report called for in Paragraph VI.B, above, at the time required pursuant to this Consent Order:

- a. \$1000 per day for the first through seventh days of noncompliance;
- b. \$2,500 for the eighth through thirtieth days of noncompliance; and
- c. \$5,000 per day for the thirty first day and each succeeding day of noncompliance thereafter; and

3. For failure to submit a progress report called for in Section VIII, above, at the time required pursuant to this Consent Order:

- a. \$100 per day for the first through third days of noncompliance;
- b. \$250 for the fourth through seventh days of noncompliance; and
- c. \$1,000 per day for the eighth day and each succeeding day of noncompliance thereafter.

B. All penalties shall begin to accrue on the date that complete performance is due or a violation occurs and shall continue to accrue through the final day of correction of the noncompliance; provided, however, that all penalties to meet any deadline in paragraph A.1. and A.2., above, shall be waived if all work specified in paragraphs VI.A. and VI.B, above, is completed on or before the specified date. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Order.

C. All penalties owed under paragraphs A.1. and A.2. of this Section shall be due within thirty (30) days of the scheduled completion date of the work specified in paragraph VI.A. and VI.B., above. All penalties owed under paragraph A.3. of this Section shall be due within thirty (30) days of receipt by Respondent of written demand by EPA for payment thereof. Interest shall begin to accrue on the unpaid balance at the end of this thirty-day period, respectively. Interest will accrue on the unpaid balance until such penalties and interest have been paid in full and will be compounded annually.

D. All penalties shall be paid by certified or cashier's check made payable to the Treasurer of the United States, and shall be remitted to:

Mellon Bank, EPA Region VII
Superfund
Financial Management Section
Post Office Box 360748M
Pittsburgh, PA 15251

All payments shall reference the Union Wire Rope Plant Site-- North End Site, Respondent's name and address, the EPA docket number of this action, and shall indicate they are in payment of stipulated penalties. A copy of the transmittal of payment shall be sent to the EPA contact specified in Section XV.

E. The stipulated penalties set forth in this Section do not preclude EPA from pursuing any other remedies or sanctions which may be available to EPA by reason of Respondent's failure to comply with any of the requirements of this Consent Order, nor shall payment of said penalties relieve Respondent of the responsibility to comply with this Consent Order.

XXV. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

Respondent agrees to indemnify and save and hold the United States Government, its agencies, departments, agents and employees, harmless from any and all claims or causes of action arising from or on account of acts or omissions of Respondent or its officers, employees, receivers, trustees, agents, contractors, subcontractors or assigns, in carrying out any activities pursuant to this Order. EPA is not and shall not be represented to be a party to any contract entered into by Respondent to carry out activities pursuant to this Order.

XXVI. NOTICE TO THE STATE

EPA has notified the State of Missouri as to the issuance of this Order pursuant to the requirements of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

XXVII. MODIFICATION

A. This Consent Order may be modified by the mutual agreement of both parties. Any such amendments shall be in writing and shall be signed by representatives of both parties. Unless otherwise provided for in the amendment, the effective date of any such modification shall be the date on which the written agreement of modification has been signed by both parties.

B. Except when the procedures set forth in Paragraph XXVI.A., above, have been followed, no advice, guidance, suggestions, or comments by EPA regarding reports, plans, specifications, schedules, any other written submittals by Armco, or the work itself shall be construed as either a modification to the Consent Order or as relieving Armco of the obligation to obtain any formal approval as may be required by this Consent Order.

XXVIII. EFFECTIVE DATE

This Order is effective immediately upon receipt of a fully executed copy of this Consent Order by Armco and all times for performance of actions pursuant to this Order shall be calculated from that date.

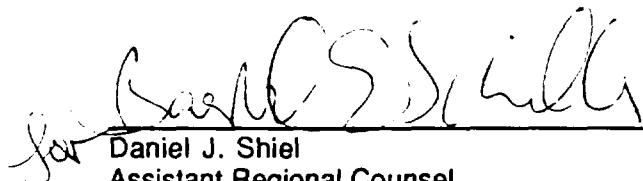
XXIX. TERMINATION

The provisions of the Consent Order shall remain in full force and effect until all actions required by this Consent Order, except for the record preservation requirements of Section XVII

and cost reimbursement of Section XX for costs incurred but not billed during the effective period of this Consent Order, have been completed. Armco shall notify EPA in writing at such time as it believes all such actions have been completed. EPA will notify Armco as to whether it has determined that all actions required hereunder are complete and, if it does not agree that all such actions have been completed, of any such actions required herein which remain to be completed. EPA anticipates that it will notify Armco as to whether it agrees all such actions have been satisfactorily completed within sixty (60) days of receipt of Armco's notice.

IN WITNESS WHEREOF, the parties have affixed their signatures below:

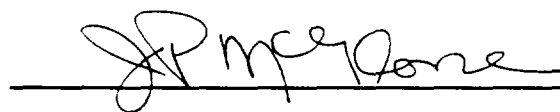
For the United States Environmental Protection Agency, Region VII:



Daniel J. Shiel
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region VII

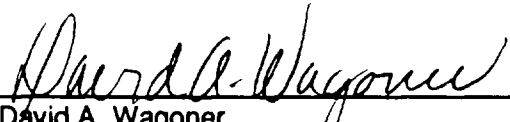
6/22/90
Date

For Armco Inc.:



6/18/90
Date

IT IS SO ORDERED.



David A. Wagoner
Director, Waste Management Division
U.S. Environmental Protection Agency
Region VII

Date 6/28/90

List of Attachments

Attachment 1-- General Site Map depicting the boundaries of the Union Wire Rope Plant

Attachment 2-- Map depicting the boundaries of North End Site

Attachment 3-- Document entitled "Work Plan for Removal Action, North End Disposal Area,
Union Wire Rope Plant Site, Kansas City, Missouri"



The Point

DRAWN	5/11/89 LMB	DRAWING NUMBER 89119-A1
CHECKED	NKC 5-11-89	
APPROVED	LMB 5/11/89	

REMCOR

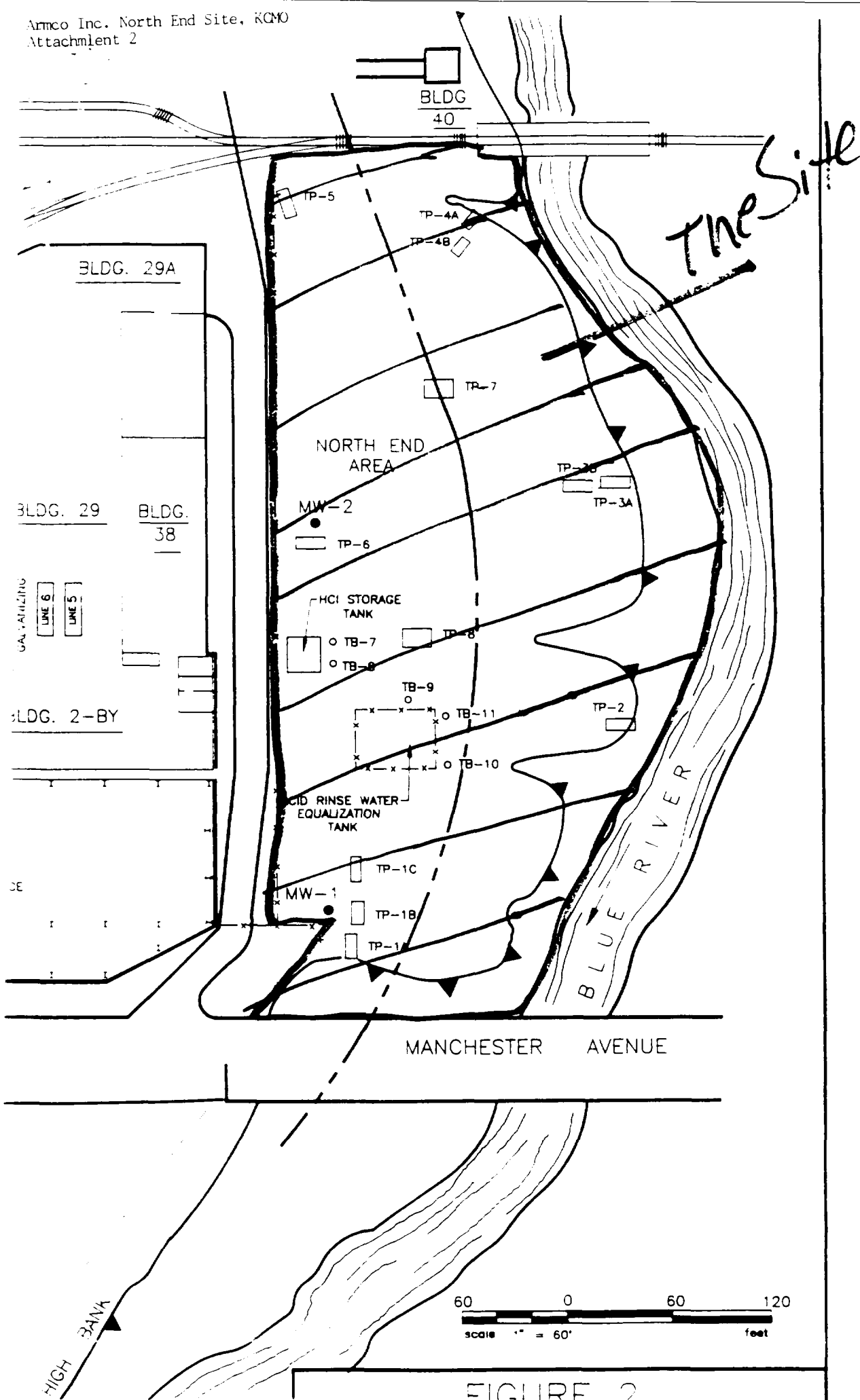


FIGURE 2

